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2008 061915

2008-06-19

INDEMNIFYING MORTGAGE

620083880

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of August 29, 2008, by **Living Solutions, Inc.** with an address of 719 Courtney Dr., in Crown Point, Indiana 46307 ("Borrower"), for the benefit of **DEMOTTE STATE BANK**, an Indiana state bank, with an address of 1615 E. Commercial Ave., P.O. Box 346, Lowell, Indiana 46356 ("Lender"). Borrower hereby irrevocably grants, encumbers, conveys, assigns, transfers, mortgages and warrants to Lender, its successors and assigns, all of its estate, title and interest in and to the following, now existing or hereafter arising in the real property located in Gary/Lake Station/LaCrosse, Hobart, Lake/LaPorte County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

****SEE ATTACHED LEGAL DESCRIPTIONS****

This Mortgage is made pursuant to Indiana Code § 32-29-10-1 *et seq.* as a series mortgage to secure the payment of: (i) that certain Promissory Note dated August 29, 2008 payable to the order of Lender in the original face amount of One Hundred Ninety-One Thousand and 00/100 Dollars (\$191,000.00) with a Maturity Date of not later than November 27, 2008, and all extensions, renewals, reamortizations, restatements, modifications and amendments thereof; (the "Note") which shall be the original security instrument as defined in Indiana Code § 32-29-10-3; (ii) all supplemental indentures, as defined in Indiana Code § 32-29-10-4; (iii) all future advances, obligations or advances made by Lender to Borrower in the aggregate up to One Hundred Ninety-One Thousand and 00/100 Dollars (\$191,000.00), shall, in each instance, be secured by this Mortgage in accordance with Indiana Code § 32-29-1-10, pursuant to the provisions of this Mortgage; and (iv) all indebtedness or liability, of every kind, character and description of Borrower(s) to Lender created before or hereafter created, such as future loans, advances, overdrafts, and all indebtedness that may accrue to Lender by reason of the Borrower(s), becoming surety or endorser for any other person, whether said indebtedness was originally payable to Lender or has come to it by assignment or otherwise and shall be binding upon the Borrower(s), and remain in full force and effect until all said indebtedness is paid (collectively, the "Indebtedness"). This Mortgage shall secure the full amount of said Indebtedness without regard to the time when same was made. Borrower(s) expressly agree to pay all Indebtedness secured hereby, and the same shall be collectable without relief from valuation and appraisal laws and with attorney's fees, and in case it should become necessary to appoint a Receiver for any property that may be secured by this Mortgage, it shall not be necessary to serve notice upon the Borrower(s).

Pursuant to Indiana Code § 32-29-10-5, the lien of this Mortgage shall expire ten (10) years after the maturity date of the Note secured hereby, November 27, 2018, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

This Indemnifying Mortgage has been executed by the undersigned effective as of the date and year first set forth above.

at
18-
PB

Chicago Title Insurance Company

Charles V. Spear, Pres.
Charles V. Spear, President

George C. Malenius
George Malenius, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Charles V. Spear, President and George Malenius, Vice-President of Living Solutions, Inc. and Indiana Corporation, who executed the foregoing Indemnifying Mortgage and acknowledged the signing and execution of said instrument to be such person(s) voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on this 29th day of August, 2008.

My Commission Expires:
5-10-2014

Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder!

Rosemarie E. Moyer
Rosemarie E. Moyer, Notary Public



This instrument was prepared by: Guy A. Carlson, Exec. V.P. & Manager

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.”

Rosemarie E. Moyer



****LEGAL DESCRIPTIONS****

PARCEL 1: 3556 PENNSYLVANIA STREET, GARY, IN 46409

LOT 15 AND LOT 14, EXCEP THE NORTH 15 FEET THEREOF, IN BLOCK 3, IN SOUTH BROADWAY ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: 3600 EAST 37TH AVE., LAKE STATION, IN 46405

LOT 24, IN BLOCK 6, IN RESUBDIVISION OF GARDEN HOMES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3: 310 DOMINIC, LACROSSE, IN 46348

LOTS 1, 2 AND 3, IN BLOCK 2 IN LACROSSE LAND COMPANY'S FIRST ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3 PAGE 60, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA.

PARCEL 4: 718 W. RIDGE ROAD, GARY, IN 46408

THE WEST HALF OF LOT 53, AND ALL OF LOT 54, IN BLOCK 6, IN JACKSON PARK SOUTH BROADWAY ADDITION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 6 PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 5: 3661 MISSISSIPPI STREET, HOBART, IN 46342

LOT 1, IN BLOCK 7, IN GODAIR PARK SUBDIVISION, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 6: 4224 HARRISON STREET, GARY, IN 46408

THE SOUTH HALF OF LOT 6 AND ALL OF LOT 7 IN BLOCK 8 IN MACK COMPANY'S FIRST ADDITON TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.